

Australian Red Cross Lifeblood Northern General Enterprise Agreement 2023

INDEX

[PART 1 – TECHNICAL INFORMATION 5](#_Toc160199923)

[1 NAME OF AGREEMENT 5](#_Toc160199924)

[2 DEFINITIONS 5](#_Toc160199925)

[3 COVERAGE 7](#_Toc160199926)

[4 PERIOD OF OPERATION 8](#_Toc160199927)

[5 NES 9](#_Toc160199928)

[6 DIVERSITY AND INCLUSION 9](#_Toc160199929)

[PART 2 – TYPES OF EMPLOYMENT 10](#_Toc160199930)

[7 EMPLOYMENT CATEGORIES 10](#_Toc160199931)

[PART 3 – HOURS OF WORK 12](#_Toc160199932)

[8 ORDINARY HOURS OF WORK 12](#_Toc160199933)

[9 ACCRUED DAYS OFF (ADO) 13](#_Toc160199934)

[10 ROSTERS 14](#_Toc160199935)

[11 WEEKEND WORK 15](#_Toc160199936)

[12 SHIFT WORK 15](#_Toc160199937)

[13 ON-CALL 16](#_Toc160199938)

[14 RECALL TO WORK 17](#_Toc160199939)

[15 OVERTIME 18](#_Toc160199940)

[16 MEAL AND REST BREAKS 21](#_Toc160199941)

[PART 4 – LEAVE 22](#_Toc160199942)

[17 PERSONAL LEAVE 22](#_Toc160199943)

[18 COMPASSIONATE LEAVE 24](#_Toc160199944)

[19 FAMILY & DOMESTIC VIOLENCE LEAVE 25](#_Toc160199945)

[20 PUBLIC HOLIDAYS 25](#_Toc160199946)

[21 PARENTAL LEAVE 28](#_Toc160199947)

[22 ANNUAL LEAVE 30](#_Toc160199948)

[23 STUDY AND PROFESSIONAL DEVELOPMENT LEAVE 34](#_Toc160199949)

[24 UNION ENGAGEMENT LEAVE 35](#_Toc160199950)

[25 LONG SERVICE LEAVE 35](#_Toc160199951)

[26 JURY SERVICE 35](#_Toc160199952)

[27 CEREMONIAL LEAVE 36](#_Toc160199953)

[28 COMMUNITY SERVICE LEAVE 36](#_Toc160199954)

[29 GENDER AFFIRMATION LEAVE 37](#_Toc160199955)

[30 DONATION LEAVE 38](#_Toc160199956)

[31 VOLUNTEER LEAVE 38](#_Toc160199957)

[PART 5 – ALLOWANCES 39](#_Toc160199958)

[32 HIGHER DUTIES 39](#_Toc160199959)

[33 SECONDMENT 40](#_Toc160199960)

[34 MEAL ALLOWANCE 40](#_Toc160199961)

[35 OTHER ALLOWANCES 40](#_Toc160199962)

[PART 6 - MISCELLANEOUS 41](#_Toc160199963)

[36 TERMINATION OF EMPLOYMENT 41](#_Toc160199964)

[37 REDUNDANCY 43](#_Toc160199965)

[38 WORK RELATED TRAVEL 45](#_Toc160199966)

[39 UNIFORMS 45](#_Toc160199967)

[PART 7 – PAYMENT OF WAGES AND RELATED INFORMATION 45](#_Toc160199968)

[40 SALARY 46](#_Toc160199969)

[41 CLASSIFICATIONS 47](#_Toc160199970)

[42 ANNUAL WAGE INCREASES 48](#_Toc160199971)

[43 PAYMENT OF SALARY 48](#_Toc160199972)

[44 SUPERANNUATION 49](#_Toc160199973)

[PART 8 – OTHER TECHNICAL MATTERS 50](#_Toc160199974)

[45 FLEXIBLE WORK 50](#_Toc160199975)

[46 CONSULTATION 51](#_Toc160199976)

[47 DISPUTE RESOLUTION 54](#_Toc160199977)

[APPENDIX 1 – ALLOWANCES 56](#_Toc160199978)

[APPENDIX 2 – LONG SERVICE LEAVE 59](#_Toc160199979)

[APPENDIX 3 – INCREMENT COMPENSATION AND SALARY INCREASE TABLES 63](#_Toc160199980)

APPENDIX 4 - CLASSIFICATION STRUCTURE………………………………………..88

APPENDIX 5 – PAYMENTS FOR HISTORICAL PERIODS UNDER THIS AGREEMENT………………………………………………………………………………..85

**Lifeblood would like to acknowledge the traditional owners and custodians of the lands on which we gather and work and would like to pay our respects to their Elders past, present, and emerging.**

# PART 1 – TECHNICAL INFORMATION

## NAME OF AGREEMENT

### This Enterprise Agreement will be known as the *Australian Red Cross Lifeblood Northern General Enterprise Agreement 2023*.

## DEFINITIONS

### ‘Agreement’ means the *Australian Red Cross Lifeblood Northern General Enterprise Agreement 2023*.

### ‘Award’ means the *Health Professionals and Support Services Award 2020.*

### ‘Base Rate’ of pay means the minimum hourly rate an Employee is entitled to for their ordinary hours of work excluding superannuation, penalty rates, overtime, loadings, any applicable allowances, incentive-based payments and bonuses or any other separately identifiable amounts.

### ‘Carer’s Leave’ is where an Employee who takes Personal Leave is required to provide care or support to:

* + 1. a member of the Employee’s immediate family; or
    2. a member of the Employee’s household; or
    3. for Aboriginal and Torres Strait Islander Employees, those related by kinship; or
    4. because they are elderly, are affected by a personal illness, or personal injury or due to an unexpected emergency; or
    5. Carer’s leave could also be used for emergency affecting an Employee’s pet.

### ‘Compassionate Leave’ also known as ‘Bereavement Leave’, is where a member of the Employee’s immediate family member, or of the Employee’s household, or for Aboriginal and Torres Strait Islander Employees, those related by kinship:

1. contracts or develops a personal illness that poses a serious threat to their life; or
2. sustains a personal injury that poses a serious threat to their life; or
3. dies; or
4. gives birth to a still birth child; or
5. suffers miscarriage.

Compassionate Leave may also be taken in the event of the death of the Employee’s pet.

Note: “Other Birth Related Leave” (including for Miscarriage) is set out under Parental Leave

### ‘Day worker’ means an Employee who works their ordinary hours of work within the ordinary span of hours as outlined in clause 8.6.

### ‘De facto partner’ means:

1. a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or gender or different sexes or genders); and
2. includes a former de facto partner of the Employee.

### ‘Employee’ means an Employee as defined in clause 7.

### ‘FFPOA’ means first full pay period on or after.

### ‘Fixed-Term Employee’ means an Employee employed for a specified period or task and who is not guaranteed ongoing employment beyond that period or task.

### ‘Full Pay’ means an Employee’s salary on an hourly basis and all incentive based payments and bonuses, if applicable, loadings, monetary allowances, overtime or penalty rates and any other separately identifiable amounts before tax and deductions.

### ‘FWC’ means the Fair Work Commission.

### ‘Household member’ or ‘member of the Employee’s household’ mean any person who lives with the Employee.

### ‘Immediate Family’ means:

1. a current or former spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
2. a child, parent, grandparent, grandchild or sibling of a current or former spouse or de facto partner of the Employee;
3. step-relations (for example, step-parents and step-children) as well as adoptive relations; and
4. for Aboriginal and Torres Strait Islander Employees this definition includes kinship relationships.

### ‘Individual affected by Domestic and Family Violence’ is any individual who is experiencing or who is supporting someone who is experiencing violence.

### ‘in writing’ can include an exchange of email or text or Microsoft Teams messages. Written correspondence will be communicated via an appropriate medium and consideration will be given to the seriousness and urgency of a matter in determining what method of written correspondence is appropriate in the circumstances.

### ‘Lifeblood’ means the Australian Red Cross Lifeblood, a division of the Australian Red Cross Society (ABN 50 169 561 394).

### ‘NES’ means the National Employment Standards.

### ‘Preventative medical purposes’ means activities such as medical appointments and/or actions which facilitate the ongoing wellness and wellbeing of the Employee. Examples of medical services which would be applicable appointments are outlined under Schedule B of the Award.

### ‘regularly rostered’ means the Employee has worked a minimum of 10 shifts, on the applicable days, at the applicable times, out of the last 12 months.

### ‘Same sex’ means involving people of the same sex or gender.

### ‘Shift worker’ means an Employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker as defined above.

### ‘Sick Leave’ applies where an Employee:

* + 1. is not fit for work on the grounds of personal illness or personal injury, affecting the Employee; or
    2. wishes to take time for preventative medical purposes; or
    3. requires time off to proactively manage their mental health and wellbeing.

### ‘The Act’ means the Fair Work Act 2009 (Cth).

### ‘Total Earnings’ means the minimum hourly rate an Employee is entitled to for their ordinary hours of work including superannuation, penalty rates, overtime, loadings, any applicable allowances, incentive-based payments and bonuses or any other separately identifiable amounts.

## COVERAGE

### This Agreement covers Lifeblood and all Employees who are employed by Lifeblood in a classification set out in Appendix 4 performing work within or primarily in support of manufacturing, processing, testing, distribution, logistics, research,diagnostic, pathology, scientific, clinical governance, transplantation and immunogenetics services across Queensland, New South Wales, the Australian Capital Territory and the Northern Territory.

### This Agreement **does not** cover Employees employed in any of the following roles:

* + 1. perform the same roles outlined above but are located in Victoria, Tasmania, South Australia and Western Australia;
    2. perform work as a manager of a team or function at a national level;
    3. perform work as a manager of a team at the State level but report to a Director;
    4. perform a national specialist function;
    5. perform work within or primarily in support of Donor Experience, particularly, in Donor Centres, Collections Services and/or nursing and/or medical officer duties across Australia;
    6. perform general and administrative services nationally as part of the National Contact Centre in support of health services;
    7. perform corporate or shared services functions including but not limited to People and Culture, Finance and ICT;
    8. directly reports to the Chief Executive, Executive Directors, the Chief Officers or the General Counsel roles; or
    9. are the Chief Executive, Executive Directors, Chief Officers or General Counsel roles.

## PERIOD OF OPERATION

### This Agreement will commence operation seven (7) days after the FWC approves the Agreement (**Commencement Date**) and will be in operation until 1 September 2026 (**Nominal Expiry Date).**

### This Agreement will regulate the terms and conditions of employment for Employees to whom this Agreement applies.

### Parties to this Agreement will commence negotiations for a new enterprise agreement at least 3 months prior to the expiration of this agreement, unless extenuating circumstances prevent this. Any party experiencing circumstances preventing them from participating in negotiations within this period, will provide notification to the other parties.

### For those Employees covered by this Agreement, it replaces, supersedes and operates to the exclusion of the:

* *Australian Red Cross Lifeblood Enterprise Agreement New South Wales, Australian Capital Territory and Northern Territory 2020;* and
* *Australian Red Cross Lifeblood Enterprise Agreement Queensland 2020*

### This Agreement will continue to operate until it is terminated or replaced by a new Agreement and to the exclusion of any award or predecessor agreement.

## NES

### This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit or entitlement, the NES provision will apply to the extent of the inconsistency. The NES is available on the FWC website (www.fwc.gov.au) and the Lifeblood Intranet site.

## DIVERSITY AND INCLUSION

### As an inclusive organisation, Lifeblood is committed to fostering and supporting a workplace that prioritises fairness and equality and utilises the contributions of all Employees with various backgrounds, experiences, and perspectives. Lifeblood recognises that a diverse workforce benefits all Employees, customers, and stakeholders.

### Lifeblood aims to make every effort to ensure that this Agreement does not contain any content which is directly, harassing and/or bullying on the basis of, or in association with, any attribute protected by anti-discrimination and/or equal opportunity legislation.

### More specifically, Lifeblood is committed to:

* + 1. Providing and supporting a workplace that values and utilises the contributions of people with different backgrounds, experiences and perspectives;
    2. Maintaining a workplace free from discrimination, harassment and bullying;
    3. Encouraging diversity through:
       1. Developing an inclusive workplace culture;
       2. Providing a supportive working environment;
       3. Providing training to all Employees to enhance existing skills and encourage development of new skills; and
       4. Eliminating racism, homophobia and transphobia.

### Lifeblood aims to create a workplace free from discrimination on the basis of sex, sexual orientation, marital or domestic status, family or carer’s responsibilities, pregnancy, breastfeeding, age, race, colour, physical or mental disability, religion, political opinion, national extraction, social origin, or association with, or relation to a person identified on the basis of any of the above attributes.

### Lifeblood is a safe place for all lesbian, gay, bisexual, transgender, intersex and queer (LGBTIQ+) people.

# PART 2 – TYPES OF EMPLOYMENT

## EMPLOYMENT CATEGORIES

### Employees may be employed in a permanent, fixed-term or casual capacity.

### Permanent and fixed-term Employees can be employed on a full-time or part-time basis.

### **Probationary Period**

### An Employee will complete a probationary period of six (6) months of employment on commencement with Lifeblood.

**Full-Time Employees**

### A full-time Employee is an Employee who is engaged as such and required to work an average of thirty-eight (38) hours per week in a fortnight or over a four (4) week period.

**Part-Time Employees**

### A part-time Employee is an Employee who is engaged as such and works less than the full-time ordinary hours set out above and who has reasonably predictable hours of work as set out below.

### A part-time Employee shall be employed for a minimum of four (4) hours per shift, unless otherwise mutually agreed in writing.

### On commencement of employment, or on approval of a request for a part-time arrangement from the Employee (including requests for a Flexible Working Arrangement), Lifeblood and a part-time Employee will agree in writing on a guaranteed minimum number of hours to be worked over a fortnight or a four (4) week period and the rostering arrangement that will apply. The terms of the agreement may be varied by mutual agreement at any time between Lifeblood and the Employee and recorded in writing (Guaranteed Minimum Contracted Hours).

### Note: Guaranteed Minimum Contracted Hours

### Lifeblood may with employee agreement roster a part-time employee to work their guaranteed minimum contracted hours and any additional hours up until ten (10) hours in a day (exclusive of meal breaks); or up until twelve (12) hours by agreement; or in the case of a fortnightly or four (4) weekly roster, equivalent to the average ordinary hours a full-time employee would work over the roster period without incurring overtime. Additional hours will be agreed in writing in advance of a shift.

### For clarity, any time worked:

1. that is agreed in advance in writing and rostered outside of the part-time employee’s guaranteed contracted hours; or
2. up to an average of seventy-six (76) hours per fortnight for a full-time employee for the fortnightly rostered period; or
3. up to one hundred and fifty-two (152) hours for a full-time employee for the rostered period averaged over four (4) weeks; will be paid at their ordinary hourly rate.

Note: For clarity, where the roster is published in advance, an Employee will be deemed to have agreed with working additional ordinary hours, unless the Employee indicates otherwise. The roster will serve as the record in writing, where the Employee does not indicate otherwise.

### A part-time Employee will accrue all leave on a pro-rata basis to that of a full-time Employee, unless otherwise stated in this agreement. Where hours vary, leave will be accrued on all ordinary hours worked, up to thirty-eight (38) hours per week.

### A part-time Employee will receive all entitlements and other benefits set out in this Agreement, including but not limited to salary and allowances, on a pro-rata basis, unless otherwise stated in this agreement.

### A part-time Employee may at any time make a request to the relevant manager to have their Contracted Hours increased.

### Where a part-time Employee has made a request to increase their Contracted Hours, Lifeblood will genuinely consider that request and make a decision whether to approve or decline the request taking into account any factors it considers relevant to its operational requirements.

### Lifeblood will not unreasonably refuse an Employee’s request to increase their Contracted Hours where the part-time Employee has been working ordinary hours in addition to their contracted hours on a regular and systematic basis in the preceding 12 months.

### Lifeblood will make and provide written advice of a decision within 21 days of the request, except in exceptional circumstances. Where a request is approved, the effective date of the change of Contracted Hours will be confirmed in the written advice of approval.

**Casual Employees**

### A casual Employee is an Employee who is employed on a casual basis, and the offer of employment is made and accepted with no firm advance commitment to continuedor indefinite work factoring in the real substance, practical reality and true nature of the employment relationship.

* 1. A casual Employee can be engaged to work up to and including 38 ordinary hours per week in a fortnight or over a four (4) week period.
  2. Subject to the above the minimum period of engagement of a casual Employee is four (4) hours for one shift.

### A casual Employee will be paid an hourly rate calculated at the rate of 1/38th of the weekly base rate of pay appropriate to the Employee’s classification. In addition, a loading of twenty-five (25) per cent of that rate will be paid instead of the paid leave entitlements of permanent Employees, unless otherwise outlined.

7.18 Overtime and penalties are calculated on an Employee’s casual hourly rate. The casual hourly rate is the Employee’s base hourly rate for their classification with the casual loading applied on top.

7.19 Lifeblood will comply with the casual conversion provisions set out in the NES.

### 

# PART 3 – HOURS OF WORK

**INTRODUCTION**

### Loadings, overtime rates and penalties are not cumulative, unless otherwise provided for. Employees will receive one at a time. Where more than one penalty, loading or overtime rate applies for the same period, only the higher will apply, unless otherwise provided for.

## 8 ORDINARY HOURS OF WORK

8.1 The ordinary hours of work for a full-time Employee are an average of 38 hours per week either:

1. in a fortnight; or
2. in a four (4) week period.

8.2 The ordinary hours of work for a part-time Employee are less than an average of 38 hours per week of either:

1. in a fortnight; or
2. in a four (4) week period.

### 8.3 The ordinary hours of any Employee will not be more than ten (10) ordinary hours of work (exclusive of meal breaks) in any 24-hour period,unless otherwise agreed (up to a maximum of 12 hours per day).

### 8.4 Hours of work are set out in Part 2 and 3 of this Agreement.

**Minimum and maximum shift length**

8.5 The length of any ordinary shift on any one day will be at least four (4) hours and not exceed ten (10) hours unless otherwise agreed.

**Span of Ordinary Hours**

8.6 The ordinary hours of work for a day worker are worked between 6.00am and 6.00 pm, Monday to Friday, unless otherwise stated.

8.7 Employees who regularly perform work outside of the span of ordinary hours will be considered ‘Shift workers’ – see Clause 12 – Shift Work.

8.8 Where an Employee’s ordinary hours of work fall outside the Span of Ordinary Hours;

1. for a day worker, the Employee will be paid overtime penalties under clause 15.
2. for a shift worker, the Employee will be paid shift penalties under clause 12 and weekend penalties under clause 11 or, if a penalty is not prescribed, overtime penalties under clause 14, on hours worked outside of the Span of Ordinary Hours will apply.

8.9 The Span of Ordinary Hours may be varied between Lifeblood and the Employee(s):

1. in accordance with an individual flexibility agreement; or
2. by up to one (1) hour at either end of the Span of Ordinary Hours by agreement with a majority of Employees in a discrete section of the workplace.

## 9 ACCRUED DAYS OFF (ADO)

### 9.1 Where an Employee has, immediately prior to the commencement of this Agreement, had an entitlement to ADOs under any of the agreements listed in clause 4.4, the Employee will retain those entitlements under this Agreement.

### The above clause does not apply to any Employee who has agreed to participate in an ADO relinquishment program in which they received compensation to relinquish an entitlement to ADOs.

### For clarity, Employees who did not, immediately prior to the commencement of this Agreement, previously have an entitlement to ADOs under any of the agreements listed in clause 4.4, the Employee will not have an entitlement under this Agreement.

### ADO’s will be taken in the month in which they accrue, unless due to unforeseen and genuine circumstances it is not feasible to take the ADO. Where possible, Lifeblood will meet the requests of Employees, which shall not be unreasonably refused.

### An Employee may accumulate up to 5 ADO’s and these must be taken as soon as possible. Where an Employee has accrued 5 ADO’s, Lifeblood may direct the Employee to take one or more such ADO’s.

### An Employee can request and Lifeblood may agree to cash out an Employee’s ADO accrual.

### ADO’s are not accrued during periods of paid leave where leave is taken at 7.6 hours.

## 10 ROSTERS

10.1 Where an Employee’s hours are subject to a roster, the ordinary hours of work for each Employee will be displayed on a fortnightly roster. The roster will be placed in a readily accessible position.

10.2 As far as practicable, rosters will be provided four (4) weeks in advance but at a minimum, no less than two (2) weeks before commencement of the roster period.

1. As far as practicable, seven (7) days’ notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the organisation to be carried on where another Employee is absent from duty pursuant to clauses 17, 18, 19 and 27 – Personal Leave, Compassionate Leave, Ceremonial Leave and Family and Domestic Violence Leave or any other applicable unplanned leave.
2. Unless Lifeblood otherwise agrees, an Employee desiring a roster change will give 7 days’ notice except where the employee is ill or in an emergency.

10.3 All Employees will be rostered for four (4) days off in a fortnight.

* + 1. Where practicable these four (4) days will be rostered as two (2) consecutive days off in each week.
    2. Where two (2) consecutive days off in each week of the fortnight are not possible one (1) will be rostered in one of the weeks of the fortnight and three (3) consecutive days in the other week of the fortnight.
  1. As far as practicable, where a roster changes from day shifts to night shifts, an Employee will be provided with a minimum of 24 hours between the two (2) shifts.
  2. As far as practicable, where a roster changes from night shifts to day shifts, an Employee will be provided with a minimum of 48 hours between the two (2) shifts.
  3. An afternoon shift will be defined as any shift that finishes after 6.00pm.
  4. A night shift will be defined as any shift that commences between 10.00pm and 4.00am or finishes between 12.00 midnight and 7.00am.
  5. Where an Employee works between 4.00am and 6.00am but is not entitled to receive a penalty as outlined in clauses 10.6 and 10.7 above, they will receive a morning penalty as outlined in clause 12.7.
  6. For Employees eligible to accrue ADOs as outlined in Clause 9 above, these will be in addition to days free from duty referred to in Clause 10.

## WEEKEND WORK

### 11.1 Where an Employee works the following ordinary rostered hours they will be paid their Base Rate together with the applicable weekend penalty:

* + 1. For all ordinary hours worked between midnight Friday and midnight Saturday a full-time or part-time Employee will be paid 50%in addition to their base rate of pay, for all time worked.
    2. For all ordinary hours worked between midnight Saturday and midnight Sunday a full-time or part-time Employee will be paid 100%in addition to their base rate of pay, for all time worked.
    3. A casual Employee who works on a Saturday or Sunday will be paid 25%, as outlined in clause 7 above, in addition to the weekend penalties, outlined in this clause at (i) and (ii) above.
    4. In line with provisions outlined in Clause 22.18, Employees who regularly work weekends (either Saturday or Sunday), will be entitled to an additional weeks’ annual leave.

## 12 SHIFT WORK

12.1 A shift worker is an Employee who:

* + 1. is rostered to work their ordinary hours outside the span of ordinary hours of a day worker; and
    2. who works a minimum of four hours on those rostered shifts; or
    3. is regularly recalled to work outside of the ordinary span of hours.

12.2 Shift workers may be entitled to additional annual leave – see Annual leave clause 22.

12.3 Where an Employee works a shift that begins or ends outside of the Span of Ordinary Hours they will be paid their Base Rate together with the applicable shift penalty. Where none of the penalties below apply, the Employee will be paid the equivalent overtime rates, as outlined in Clause 15, for any hours worked outside the ordinary span of hours.

12.4 Where an Employee works a shift which finishes after 6.00pm and before 12.00 midnight (afternoon shift) they will be paid 17.5% in addition to their base rate of pay.

12.5 Where an Employee works a shift which commences between 10.00pm and 4.00am or finishes between 12.00 midnight and 7.00am (night shift) they will be paid 25%in addition to their base rate of pay.

12.6 For penalties outlined in clauses 12.4 and 12.5, Employees will be paid shift work penalty rates for all work done during these shifts – so for the entire length of the shift.12.7 Where an Employee works between 4.00am and 6.00am, they will be paid 15% in addition to their base rate of pay. For clarity, this penalty is only paid for time worked between 4.00am and 6.00am and not applicable to an entire shift.

12.8 A casual Employee who works shift work as defined in clauses 12.4 to 12.7 will be paid the shift penalty, calculated on the casual loaded rate.

12.9 The shift work penalty rates prescribed in clause 12 will not apply to shift work performed by any Employee on Saturday, Sunday or Public Holidays where the extra payment prescribed in clause 11 — Weekend penalty rates and clause 20 — Public Holidays, will apply.

## Letterhead background13 ON-CALL

### 13.1 All Employees who are required to be on-call will receive the on-call allowance set out in Appendix 1. Any time spent on-call will not be counted as time worked unless the Employee is recalled to work. Where an Employee is re-called to work appropriate re-call penalties will apply.

### 13.2 Lifeblood will make on-call rosters available in in line with provisions outlined in clause 10 – Rosters.

13.3 No employee should be rostered on-call more frequently than a total of seven (7) days every fourteen (14) days, unless otherwise mutually agreed or a temporary arrangement is necessary to ensure the continuance of Lifeblood services.

13.4 Any employee who is required to be on-call in excess of seven (7) days, due to operational requirements, will be entitled to an additional 10% of the ‘standard on call rate’ allowances outlined in Appendix 1 for all days in excess of seven (7) days on-call.

### 13.5 Employees will not be required to be on-call whilst on leave or from the completion of the Employee’s shift on the day before Employee is due to be on leave.

13.6 Employees who are on-call must be contactable and fit for work whilst on-call. Employees will not be restricted to their residence during a period of on-call but must be able to attend to the work required, in a timely, appropriate and secure manner.

### 13.7 Reasonable telephone rental and business calls costs will be reimbursed.

### 13.8 An Employee who is rostered on-call will be eligible to accrue additional Annual Leave on a pro-rata basis in line with clause 22.22.

## 14 **RECALL TO WORK**

* 1. If an Employee is recalled to work while on-call and the work can be done remotely (i.e. from their home), the Employee will be paid for the minimum engagement period of two (2) hours at the appropriate overtime rate.
  2. If an Employee is recalled to work and must attend a Lifeblood workplace (i.e. they are not able to perform the work remotely from home), the Employee will be paid for a minimum of four (4) hours work at the appropriate overtime rate.
  3. An Employee who is recalled to work where it is necessary to attend a Lifeblood workplace can claim travel time. For the avoidance of doubt travel time is inclusive of the minimum four (4) hours referred to in Clause 14.2.
  4. If an Employee is recalled to work, either remotely or for work requiring travel to the office, while not on-call, their shift will be paid for a minimum of four (4) hours work at the appropriate overtime rate.
  5. Multiple calls within the minimum recall periods outlined above in clauses 14.1, 14.2 and 14.4 will not attract additional overtime payment.

## 15 OVERTIME

* 1. Overtime must not be worked and will not be paid to an Employee unless the additional hour(s) have been approved by the Employee’s manager prior to the Employee working the overtime.
  2. Overtime is paid in the following circumstances:
     1. Where a full-time Employee:

1. works in excess of their rostered daily ordinary hours on any day or shift prescribed in clause 8 — Ordinary hours of work;
2. works in excess of 10 hours per shift (unless otherwise agreed as per clause 8.3); or
3. works in excess of 38 hours per week in a fortnight or in a four (4) week period.
   * 1. Where a part-time Employee:
4. works in excess of their rostered daily ordinary hours on any day or shift prescribed in clause 8 — Ordinary hours of work.
5. Works in excess of 10 hours per shift (unless otherwise agreed as per clause 8.3); or
6. works in excess of an average of 38 hours per week in a fortnight or in a four (4) week period.

**Note**: For clarity, Part-time Employees don’t get paid overtime if:

* prior to a shift, there is an agreement in writing to vary the rostered hours to be more than the Employee’s rostered part-time hours, but less than or equal to the average weekly, fortnightly or four-weekly ordinary hours for a Full-time Employee for the rostered period in accordance with clause 8 – Ordinary Hours of Work. These hours are paid at the Employee’s ordinary hourly rate of pay.
* they work their rostered hours on any day or shift;
* they work a rostered shift less or equal to ten (10) hours in a day or twelve (12) hours where agreed (exclusive of meal breaks); or
* they work outside the span of hours, in which case shift penalties apply.
  + 1. where a casual Employee:

1. works in excess of 10 hours per shift (unless otherwise agreed as per clause 8.3); or
2. works in excess of 38 hours per week in a fortnight or in a four-week period.

**Overtime rates—full-time and part-time Employees**

15.3 An Employee who works overtime shall be paid the following rates for their employment classification:

* + 1. Monday to Friday— 50% in addition to their base rate of pay, for the first 2 hours and 100% in addition to their base rate of pay, after 2 hours;
    2. Saturday and Sunday— 100% in addition to their base rate of pay; and
    3. Public Holidays— 150% in addition to their base rate of pay.

NOTE: Overtime rates for full-time and part-time Employees will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 11 — Weekend Work and clause 12 - Shiftwork.

**Overtime rates—casual Employees**

15.4 A casual Employee who works overtime shall be paid the following rates for their employment classification:

* + 1. Monday to Friday— 50% in addition to their loaded rate of pay, for the first 2 hours and 100% in addition to their loaded rate of pay, after 2 hours;
    2. Saturday and Sunday— 50% in addition to their loaded rate of pay; and
    3. Public Holidays— 150% in addition to their loaded rate of pay.

**Reasonable Overtime**

* 1. Lifeblood may require any Employee to work reasonable overtime as defined in the Act.

**Time off in Lieu (instead of payment for overtime** **TOIL)**

* 1. Employees can choose to receive Time off in Lieu (TOIL) for overtime hours worked rather than being paid at overtime rates.
  2. The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked (time for time). This means an Employee who worked 2 overtime hours is entitled to 2 hours’ time off.
  3. Employees are able to accrue no more than 5 days TOIL at any one time.
  4. TOIL must be taken:

1. within the period of 6 months after the overtime is worked; and
2. at a time or times within that period of 6 months agreed by the Employee and Lifeblood.
   1. If the Employee does not take the TOIL within 6 months of accruing those hours, Lifeblood will pay the Employee for the TOIL at the appropriate overtime rate (when the overtime was worked) in the next available pay period following the end of the 6- month period.
   2. If prior to using the TOIL, the Employee requests at any time to be paid at overtime rates for the hours instead, Lifeblood will pay the Employee for overtime in the next pay period following the request at the rate of overtime applicable to the time worked.
   3. The TOIL arrangement must be recorded in writing and this record must be kept as an Employee record. An agreement in accordance with clause 15.12 must state each of the following:
3. the number of overtime hours to which it applies and when those hours were worked;
4. that Lifeblood and Employee agree that the employee may take time off instead of being paid for the overtime;
5. that, if the Employee requests at any time, Lifeblood must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked.

**Ten Hour Break**

* 1. For health and safety reasons, an Employee, except in exceptional circumstances shall be provided a break between shifts of not less than ten (10) hours.
  2. When overtime work and recall work, is necessary, it will be arranged that Employees have at least ten (10) consecutive hours off duty between the completion of the overtime or recall work and the Employees next rostered ordinary shift.
  3. Where an Employee is not able to take at least a ten (10) hour break between consecutive shifts, including overtime, or recall to work, the Employee will be released after the completion of work until they have had a ten (10) hour break from work without loss of pay for ordinary working time. This means that if the Employee was rostered to start work before the ten (10) hour break was completed the Employee will be paid ordinary hours from the time they were due to start their shift until they are able to have the required break or until the end of the shift.
  4. Where an Employee is required to return to work or continue to work without a consecutive 10-hour break, then the Employee shall be paid at 100% in addition to their base rate of pay, until the Employee is released from duty. Once released from duty Clause 15.15 above will then apply for ordinary working time occurring during such absence.
  5. An Employee and their manager can agree to not have a ten (10) hour break as set out above, but this must be recorded in writing and this record must be kept.

## 16 MEAL AND REST BREAKS

16.1 Employees will be entitled to a paid 15-minute rest break in the first 5 hours worked at a time to be agreed between Lifeblood and Employee.

16.2 Employees will be entitled to a second paid rest break of 15-minutes between the 6th and 10th hour of work.

* 1. Rest breaks can be consolidated and taken in accordance with operational requirements.

16.4 Employees will also be entitled to an unpaid meal break of at least 30 minutes, but not exceeding 60 minutes, after 5 hours of work, unless otherwise agreed.

16.5 The taking of meal breaks shall be taken in accordance with operational requirements.

16.6 Lifeblood will determine when the breaks are to be taken where agreement cannot be reached.

* 1. An Employee who works not more than 6 hours on one shift may elect to forgo the unpaid meal break, with the consent of Lifeblood.
  2. An Employee will be entitled to a further 15-minute paid rest break after every four (4) hours of Overtime worked.
  3. An Employee will be entitled to a further unpaid meal break of at least 30 minutes, but not exceeding 60 minutes, after every four (4) hours of Overtime and recall worked.
  4. Where an Employee is unable to take their meal break as outline in clause 16.9 above, they will be paid at the appropriate overtime rate up until they are able to take a break or their shift ends.
  5. An Employee rostered on night shift duty who is not relieved from duty (including during recall) during the rostered meal interval shall be granted a paid meal break of 30 minutes per shift, which shall be counted as time worked whether or not the break is taken.

**Meal Allowance**

* 1. Where overtime and recall performed by an Employee exceeds 1 hour, the Employee will get an allowance as outlined in Appendix 1.
  2. Where overtime and recall performed by an Employee exceeds 4 hours, the Employee will get a further allowance as outlined in Appendix 1.
  3. Clause 16.13 will not apply if the Employee is working from home.

# PART 4 – LEAVE

**WARNING:** We have been required to include some terminology in this part because of its specific meaning under the Act and associated legislation. We acknowledge that some of the language used may be distressing, in which case we encourage you to reach out to your People & Culture Business Partner and/or our EAP provider for support.

**Note:** Leave only applies to permanent or fixed term Employees unless it is specifically stated that it applies to casual Employees. Part-time Employees accrue leave on a pro-rata basis unless otherwise stated.

## 17 PERSONAL LEAVE

### 17.1 Personal leave can be taken:

1. where an Employee is not fit for work due to a personal illness or injury affecting the Employee (Sick Leave);
2. as Carer’s Leave;
3. as Urgent Pressing Necessity Leave;
4. for preventative medical purposes;
5. to support the Employee’s wellness and wellbeing; and/or
6. during an emergency affecting an Employee’s pet.

**Personal Leave Entitlement**

17.2 Personal Leave accrues progressively during a year of service according to the Employee’s ordinary hours of work. Personal Leave accumulates from year to year.

17.3 Full time Employees accrue 15 days (at 7.6 hours per day) of paid Personal Leave each year of service.

* 1. Personal leave may be taken in hourly increments.
  2. A casual Employee is entitled to unpaid Personal Leave in accordance with the Act.

**Evidence**

17.6 Employees must provide satisfactory evidence of the need to take Personal Leave where requested by Lifeblood.

* 1. For sick leave (specifically) in excess of two (2) consecutive working days, including either side of a weekend, the Employee is to provide evidence in accordance with subclause 17.8 below.
  2. Satisfactory evidence, as outlined in Clause 17.6 above, includes documentation such as medical certificates, statutory declarations and other reasonable evidence that would satisfy a reasonable person and demonstrates the need for the Employee to take the Personal Leave such as evidence of a medical appointment.

**Notice**

* 1. If an Employee requires Sick or Carer’s Leave, the Employee must notify their manager as soon as reasonably practicable:
     1. that they cannot attend work; and
     2. how long they will not be able to attend work.
  2. It is understood that in the circumstances of a requirement for unplanned leave, notice may not be able to be provided before the commencement of a shift. However, where practicable, notice of a requirement for Personal Leave should be given prior to the commencement of work for that day.
  3. If an Employee would like to access Personal Leave for preventative medical purposes or to support the Employee’s wellness and wellbeing, the Employee must notify their manager, wherever possible, with four weeks’ notice in alignment with rostering requirements outlined in Clause 10, with not less than one (1) weeks’ notice in exceptional circumstances. Approval of requests are at the discretion of Lifeblood and in line with operational requirements.
  4. Requests for Personal Leave for preventative medical purposes will not be unreasonably refused.

**Carer’s Leave or Sick Leave while on Annual Leave or Long Service Leave.**

* 1. An Employee on Annual Leave or Long Service Leave, who falls ill or becomes injured or whose immediate family member becomes ill or is injured, is able to request to take Sick or Carers’ Leave and have the annual leave or long service leave balance credited for the period of Sick or Carers’ Leave (providing there was a sufficient Personal Leave balance at the time).

17.14 An employee may be required to provide evidence of the illness or injury as outlined in Clauses 17.6 -17.8 above.

**Urgent and Pressing Necessity Leave**

* 1. An Employee who is required to leave work or to not attend work for an emergency event such as fire, bushfire, flood, storm, storm damage or other such emergency will be entitled to Personal Leave.

## 18 COMPASSIONATE LEAVE

18.1 An Employee may access up to five (5) days paid Compassionate Leave for each occasion as prescribed under the NES.  See clause 2.4 for the circumstances in which an Employee can access Compassionate Leave.

* 1. Lifeblood recognises that Employees who identify as Aboriginal and/or Torres Strait Islander may require additional time for Sorry Business. This is able to be discussed with and considered by an appropriate line manager.
  2. It is understood that in the circumstances of a requirement for unplanned leave, notice may not be able to be provided before the commencement of a shift, however, wherever possible, notice of a requirement for Compassionate Leave should be given prior to the commencement of work for that day.
  3. Annual Leave, Long Service Leave and Unpaid Compassionate Leave may be accessed with Lifeblood’s approval where the paid Compassionate Leave entitlement has been exhausted.

**Evidence**

18.5 Where requested by Lifeblood, an Employee must provide satisfactory evidence to support the need to take Compassionate Leave.

* 1. Evidence, as outlined in clause 18.5 above, includes documentation such as medical certificates, statutory declarations and other reasonable evidence that demonstrates the need for the Employee to take the Compassionate Leave.
  2. Requests for compassionate leave will not be unreasonably refused.

## FAMILY & DOMESTIC VIOLENCE LEAVE

19.1 Any Employee, including a casual Employee, who is experiencing Family and Domestic Violence is entitled to take an unlimited number of paid Family and Domestic Violence Leave days.

* 1. The Family and Domestic Violence Leave is available on commencement of employment with Lifeblood.
  2. Family and Domestic Violence Leave can be taken in hourly increments.
  3. It is understood that a need to take Family and Domestic Violence Leave may be unplanned, and notice may not be able to be provided before the commencement of a shift. However, wherever practicable, notice of a requirement for Family and Domestic Violence Leave should be given prior to the commencement of work for that day.
  4. If an Employee would like to access Family and Domestic Violence Leave for personal appointment purposes such as medical follow up or proactive intervention/assistance, legal, housing, etcetera, wherever possible, the Employee should attempt to notify their manager with as much notice as possible.
  5. Payroll will keep a record of the Family and Domestic Violence Leave but no record shall be recorded on the Employees payslip.

19.7 All Employees, including a casual Employee, can take paid Family and Domestic Leave at their full pay rate for the hours they would have worked or would normally have been rostered, if they weren’t on Family and Domestic Violence leave. For casual Employees this rate will be averaged over the previous 3-month period.

### 19.8 All other entitlements are in accordance with Lifeblood’s Domestic and Family Violence Policy, as amended from time to time.

## 20 PUBLIC HOLIDAYS

20.1 The following are recognised as Public Holidays for the purposes of this agreement:

* 1 January (New Year’s Day),
* 26 January (Australia Day),
* Good Friday,
* Easter Monday,
* 25 April (Anzac Day),
* King’s Birthday,
* 25 December (Christmas Day),
* 26 December (Boxing Day) and
* any other day, or part day, declared or prescribed by or under a law of the relevant State or Territory to be observed generally within the state, or a region of the state, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a public holiday.
  1. Where Christmas Day is on a Saturday or Sunday, a substitute day shall be observed on 27 December.
  2. Where Boxing Day is on a Saturday or Sunday a substitute day shall be observed on 28 December.
  3. Where New Year’s Day or Australia Day is a Saturday or Sunday, a substitute day shall be observed on the next Monday.
  4. All permanent and fixed term Employees who would ‘regularly be rostered’ to work ordinary hours on the days or part days outlined in clause 20.1 but who are not required to work, will take the day (or part day) off work and be paid at the Base Rate of pay for the ordinary hours of work on that day (or part day). Where hours vary, an average of the hours worked on the applicable day in the preceding 12 months will be used to calculate the hours paid. These average hours will be considered in relation to contracted hours over the relevant fortnight.
  5. If the Employee does not have ordinary hours of work or has not been ‘regularly rostered’ on the public holiday or part public holiday, the Employee is *not* entitled to payment under this section. For example, the Employee is *not* entitled to payment if the public holiday or part day public holiday falls on a day (or part day) that the workplace is normally closed, the Employee is a casual Employee who is not regularly rostered on for the public holiday (or applicable hours for a part day) or is a part-time Employee whose part-time hours are not regularly rostered to include the day of the week (or applicable hours for a part day) on which the public holiday (or part thereof) occurs.
  6. For the purposes of Clauses 20.5 and 20.6, ‘regularly rostered’ means an Employee has worked a minimum of 10 shifts out of the last 12 months (or applicable hours for a part day) on the day (or hours) on which the public holiday falls.
  7. If a Public Holiday falls during a period of paid Annual, Personal or Long Service Leave, the Employee will be paid for the Public Holiday without deduction to the paid leave entitlement. This includes any hours that fall on a part-day public holiday which the Employee would have been regularly rostered to work had they not been on paid leave.
  8. ‘Regularly rostered’ for the purpose of Clause 20.8 means have worked a minimum of 10 shifts, on the applicable days, at the applicable times, out of the last 12 months.
  9. In addition to the public holidays provided for in subclause 20.1 above, Employees based in New South Wales are entitled to an extra public holiday each year. This shall be taken in accordance with operational requirements, as determined by Lifeblood. This will be taken in the year in which it falls and cannot be accrued. To be eligible for the extra public holiday, Employees must have been Employed by Lifeblood prior to 1 August in the calendar year the holiday is to be taken.

**Substitute Days**

* 1. An Employee required to work or be on-call for a public holiday may agree with Lifeblood to substitute another day off for a day that would otherwise be a public holiday under clause 20.1.
  2. Lifeblood recognises that the public holidays as outlined in clause 20.1, may not be observed culturally by all Employees or be suitable for all Employee family commitments.  As such, where an Employee would usually be entitled to a day (or part day) off work in line with clause 20.1 the Employee may request to work the public holiday and substitute that day for another day.
  3. Where an Employee and Lifeblood agrees to substitute another day off for work done on a public holiday as outlined in clause 20.1, the Employee will be paid 50% in addition to their base rate of pay for all time as rostered and paid the applicable ordinary rate for the substitute day off.
  4. An Employee shall provide not less than four (4) weeks’ notice of a request for a Substitute Day (either four (4) weeks of the public holiday or the day, which is to be substituted, whichever is the sooner), in line with the rostering requirements as outlined in Clause 10.
  5. Approval for requests for a Substitute Day are at the discretion of Lifeblood and in line with operational requirements.
  6. Requests for Substitute Days will be considered on a case-by-case basis and will not be unreasonably refused.

**Working on a Public Holiday**

* 1. Lifeblood can reasonably request an Employee to work on a public holiday. Lifeblood will consider the factors outlined in section 114 (4) of the Act.
  2. In the event an Employee attends work on a Public Holiday and is not required to work for the entire rostered shift, the Employee will be paid for the full shift as if they had been required to work.

**Payment for working on a Public Holiday**

* 1. A permanent or fixed term Employee who is required to work ordinary hours on a public holiday will be paid at the rate of 150%, in addition to their Base Rate of pay, for a total payment of 250% of their Base Rate.
  2. A casual Employee who is required to work ordinary hours on a public holiday will be paid at the rate of 175% in addition to their Base Rate, inclusive of casual loading, for a total payment of 275% of their Base Rate.
  3. Where an Employee is rostered to work and attends work on a public holiday prescribed in subclause 20.1, and the Employee is directed by Lifeblood to finish their shift earlier than their rostered finish time, then the Employee will be paid for the shift the amount equivalent to the amount they would have been paid had they completed their shift at the rostered finish time.
  4. Where Christmas Day falls on a Saturday or a Sunday and the Public Holiday is observed on another day an Employee required to work on Christmas Day is to be paid at the Public Holiday rate.

## 21 PARENTAL LEAVE

21.1 Eligible Employees can access various entitlements under the NES including:

1. unpaid parental leave;
2. unpaid special maternity leave;
3. a right to transfer to a safe job in appropriate cases;
4. take ‘no safe job’ paid leave;
5. consultation requirements;
6. a right to return to the Employee’s role pre parental leave;
7. keeping in touch days; and
8. unpaid pre-adoption leave.
   1. For the purposes of this Agreement Parental Leave also includes ‘Other Birth Related Leave’ as outlined below.
   2. An Employee must provide at least 10 weeks’ notice of a request for Parental Leave except in exceptional circumstances, in which case notice shall be provided as soon as reasonably practicable.

**Paid Parental Leave**

* 1. Any permanent or fixed term Employee, will be eligible for 14 weeks’ Paid Parental Leave, paid at their Base rate of pay, following the birth or placement of each child with the Employee for adoption. An Employee is not required to take the full entitlement to leave and may request lesser amounts of Paid Parental Leave.
  2. For the avoidance of doubt, the Paid Parental Leave entitlement in this Agreement operates concurrently with the unpaid parental leave entitlement in the NES.
  3. Paid Parental Leave can be taken at half pay or double pay with the period of paid parental leave extended or reduced accordingly.
  4. Either parent can take Paid Parental Leave at any time during the first 12 months after the birth or adoption placement of a child.
  5. Paid Parental Leave does not need to be taken in one concurrent block, as long as each period of Paid Parental Leave commences within 12 months of the birth or placement of the Employee’s child.
  6. Paid Parental Leave must be taken in a minimum of 4-week blocks and an Employee may choose to switch between payment types (full pay, half pay etc.) in each block.
  7. An Employee accessing Paid Parental Leave as outlined in this Paid Parental Leave clause will continue to receive superannuation payments for the period of paid leave taken.
  8. Evidence that would satisfy a reasonable person of the reason for taking Paid Parental Leave may be required by Lifeblood for Paid Parental Leave. Such evidence includes evidence from a doctor in the case of a birth, evidence from a Government Department in the case of an adoption, statutory declaration and other reasonable evidence that demonstrates the reason for the Employee to take Paid Parental Leave.

**Other Birth Related Leave**

* 1. In the event that an Employee suffers a miscarriage as defined by the NES after fourteen (14) weeks gestation, they are entitled to four (4) weeks paid Birth Related Leave.
  2. In the event that an Employee experiences a still birth as defined by the NES, they are entitled to fourteen (14) weeks of paid Birth Related Leave.
  3. In the event that an Employee experiences infant death during a period of Paid Parental Leave, they will be eligible for Birth Related Leave in the amount of the outstanding Paid Parental Leave they would otherwise have received or six (6) weeks, whichever is greater.
  4. Either or both parent may access Birth Related Leave as outlined in clauses 21.13 to 21.14 above.
  5. In the event that an Employee acts as a gestational carrier or surrenders a baby for adoption at birth they are entitled to six (6) weeks paid Birth Related Leave in order to recover from the birth.
  6. Where an Employee acts as a gestational carrier or surrenders a baby for adoption at birth, they must provide at least 10 weeks’ notice of a request for Paid Parental Leave, or if that is not possible, provide notice as soon as reasonably practicable.
  7. Annual Leave, Sick Leave, Long Service Leave and Compassionate Leave may be accessed with Lifeblood’s approval where the paid Birth Related Leave entitlement has been exhausted.

## 22 ANNUAL LEAVE

### 22.1 Full time Employees accrue four (4) weeks (152 hours) paid Annual Leave for each year of service (12 months of continuous service, pro-rata for part-time Employees). An Employee’s Annual Leave balance accrues progressively during a year of service according to the Employee’s ordinary hours of work.  Annual Leave carries over from year to year.

22.2 The balance of an Employee’s untaken leave will be paid out on termination of employment.

22.3 Annual leave will be calculated on a pro rata basis for Employees who have not completed a full year of employment at the time of taking annual leave or on termination of employment.

**Notice and Approval**

* 1. Employees are expected to provide reasonable notice of a request to take Annual Leave, having specific regard to operational requirements of Lifeblood, including but not limited to rostering practices.
  2. Lifeblood will provide a response to a request for Annual Leave within a reasonable period.

### Approval for requests for Annual Leave are at the discretion of Lifeblood and in line with operational requirements.

* 1. Lifeblood will not unreasonably refuse a request by an Employee to take Annual Leave.

**Annual Leave Loading**

* 1. All Employees are entitled to receive a 17.5% leave loading on the four weeks of Annual Leave, as outlined in clause 22.1. This is calculated on their Base Rate and will be paid to Employees at the time the Annual Leave is taken.

22.9 No Annual Leave Loading will be paid on any additional Annual Leave as outlined in clauses 22.14 – 22.29 below.

**Requirement to take Annual Leave**

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* 1. Where an Employee has accrued 8 or more weeks of Annual Leave (Excess Leave), Lifeblood may direct the Employee to take a period of Annual Leave, within 6 months of the entitlement accruing, subject to the following:

1. Whether the Employee is a shift worker or not;
2. Prior to a direction to take Annual Leave, Lifeblood will discuss the leave balance with the Employee;
3. Lifeblood will give consideration to any plans the Employee has to take Annual Leave, for example a plan to take an upcoming holiday;
4. Lifeblood will give the Employee an opportunity to consider and submit an annual leave reduction plan;
5. Lifeblood and the Employee will discuss, any plan the Employee submits, operational convenience and any other relevant matters, and agree on how the leave will be taken for example, in a consecutive block or a regular pattern of single days.
6. Where there is disagreement regarding how and when Excess Leave should be taken, Lifeblood will make a decision based on the considerations outlined in this clause above.
   1. A direction to take Excess Leave must:
7. give the Employee at least 4 weeks’ notice of the annual leave period;
8. relate to at least a minimum period of 1 week of annual leave (consecutive or otherwise); and
9. not result in the Employee having less than 6 weeks annual leave remaining.

**Cashing out Annual Leave**

* 1. Annual Leave entitlements may be cashed out by mutual agreement in writing between the Employee and Lifeblood, provided that:

1. the Employee retains an entitlement to at least 4 weeks Annual Leave after the cashing out;
2. each cashing out must be by separate written agreement between the Employee and Lifeblood;
3. a maximum of 2 weeks Annual Leave may be cashed out per year of service; and
4. the Employee will be paid the full amount they would have been paid had they taken the Annual Leave, including superannuation and annual leave loading.

**Interaction of Annual Leave with other Leave**

* 1. An Employee’s Annual Leave balance will not be deducted for:
     1. any day or part day public holiday(s); or
     2. for any other periods of paid leave provided for in the NES that fall during that period of Annual Leave.

**Additional Annual Leave for Shift Workers**

* 1. For the purposes of an additional one (1) week’s (38 hours) Annual Leave, a shift worker is defined as an Employee who:
     1. is regularly rostered over seven (7) days of the week; and
     2. regularly works Saturday or Sunday and Public Holidays.

22.15 For the purposes of subclause 21.16 ‘regularly works’ means has previously worked their ordinary hours on at least 10 shifts, that fall on either a Saturday, Sunday or Public Holiday, in the previous 12 months. For clarity, where a shift is worked on a Saturday and then a second shift is worked on a Sunday this will count towards 2 of the 10 shifts. If a shift is worked which begins on a Saturday and continues beyond midnight and ends on the Sunday, this will count as 1 of the 10 shifts.

22.16 To avoid any doubt, this means that an Employee who is a shift worker for the purposes of the clause above is entitled to 5 weeks of paid annual leave for each year of service with Lifeblood.

22.17 Additional Annual Leave will be credited based on contracted hours.

22.18 Any Additional Annual Leave accrued under this clause does not attract any penalties or annual leave loading.

22.19 Additional Annual Leave will be credited to eligible Employee’s leave balances no later than the first full pay period on or after the Employee’s anniversary date the following year.

22.20 Part-time Employees will be entitled to additional annual leave on a pro-rata basis.

22.21 The relevant 12-month period for the purposes of this clause shall be the 12 months preceding the Employee’s anniversary date.

**Additional Annual Leave for On-call**

22.22 An Employee who is regularly rostered on-call is entitled to accrue additional annual leave, up to 5 days on a pro-rata basis as outlined below:

|  |  |
| --- | --- |
| **Number of on-call shifts\* within the previous relevant 12-month period** | **Number of additional days annual leave** |
| 0 to 1 | 0 days |
| 2 to 3 | 1 day |
| 4 to 5 | 2 days |
| 6 to 7 | 3 days |
| 8 to 9 | 4 days |
| 10 or more | 5 days |

22.23 For the avoidance of doubt, Employees will only be entitled to one additional week (5 days) of annual leave, which is accrued either via clauses 22.16 to 22.18 or via clause 22.22 above, meaning the maximum amount of annual leave any employee can accrue in a 12-month period is 5 weeks.

22.24 Additional Annual Leave will be credited based on contracted hours.

22.25 Any Additional Annual Leave accrued under this clause does not attract any penalties or annual leave loading.

22.26 Additional Annual Leave will be credited to eligible Employee’s leave balances no later than the first full pay period on or after the Employee’s anniversary date the following year.

22.27 The relevant 12-month period for the purposes of this clause shall be the 12 months preceding the Employee’s anniversary date.

## 23 STUDY AND PROFESSIONAL DEVELOPMENT LEAVE

23.1 Employees who undertake further study or professional development that is relevant and of benefit to their role at Lifeblood, are entitled to apply for paid Study Leave as per Lifeblood’s *Study Assistance and Membership Reimbursement Policy*. This Policy is separate to, and does not form part of, this Agreement.

* 1. Except in exceptional circumstances Employees should apply at least six (6) weeks prior to commencing the study/course.
  2. Lifeblood will consider each application on a case-by-case basis.
  3. In addition, Employees have three (3) days professional development leave per year for attendance at seminars, training and development, conferences and short courses relevant to their role.  Employees can attend the training during paid ordinary hours of work provided Lifeblood has agreed in advance.
  4. Where an Employee wishes to access leave for professional development, at least four (4) weeks’ notice should be provided in line with rostering requirements as outlined in Clause 10.
  5. For the avoidance of doubt, if an Employee is required to attend Lifeblood initiated and approved training or training required for accreditation purposes for the performance of their role, they are entitled to attend that training during ordinary hours of work (which is paid at their Base of Rate pay).

## UNION ENGAGEMENT LEAVE

24.1 An Employee who is a member of a registered Industrial Union of Employees is entitled to five (5) days paid Union Engagement Leave per year to participate in reasonable and constructive industrial relations education and/or union related activities, such as Employee representative training, to acquire knowledge and competencies in industrial relations.

* 1. Employees are expected to provide reasonable notice of a request to take Union Engagement Leave, having specific regard to operational requirements of Lifeblood, including but not limited to rostering practices.
  2. Approval for requests for Union Engagement Leave are at the discretion of Lifeblood and in line with operational requirements.
  3. Requests for Union Engagement Leave will be considered on a case-by-case basis and will not be unreasonably refused.

## LONG SERVICE LEAVE

25.1 The relevant State Long Service Leave Acts apply as amended or replaced from time to time.  Provisions additional to the relevant State Long Service Leave Acts are found in Appendix 2.

* 1. An Employee shall provide not less than four (4) weeks’ notice of a request to access Long Service Leave in line with rostering requirements as outlined in Clause 10, except in exceptional circumstances.
  2. Requests for Long Service Leave will be considered on a case-by-case basis and in line with operational requirements but will not be unreasonably refused.

## 26 JURY SERVICE

26.1 Employees who are required to attend jury service during their ordinary working hours, will be paid, by Lifeblood, the difference between:

1. the amount paid for their attendance at jury service; and
2. the amount the Employee could reasonably expect to have received from Lifeblood as earnings for that period had the Employee not been performing jury service.

26.2 Employees are required to notify their manager as soon as possible of the requirement to attend jury service.

### 26.3 Employees must provide evidence of attendance and the amount paid to the Employee, by the relevant State, in respect of attendance for jury service.

## 27 CEREMONIAL LEAVE

27.1 An Employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes, including but not limited to Sad News, Sorry Business, will be entitled to 10 working days’ paid leave in any one year, with the approval of Lifeblood. Lifeblood will not unreasonably withhold its approval.

**Notice**

27.2 If an Employee requires Ceremonial Leave, the Employee must notify their manager as soon as reasonably practicable:

1. that they cannot attend work; and
2. how long they will not be able to attend work.
3. other than in exceptional circumstances, notice of a requirement for Ceremonial Leave must be given prior to the commencement of work for that day.

## 27.3 Compassionate Leave, Annual Leave, Long Service Leave and Unpaid Compassionate Leave may be accessed with Lifeblood’s approval where the paid Ceremonial Leave entitlement has been exhausted.

## 28 COMMUNITY SERVICE LEAVE

28.1 Support will be given to Employees who are required or elect to participate in serving the community. Examples may include:

1. members of the Australian Defence Force Reserves who are required to participate in compulsory military training or redeployment;
2. volunteering activities including volunteers of state or national emergency services;
3. dealing with an emergency or natural disaster as part of the response by a recognised emergency response body;
4. participation in Australian Red Cross relief programs.
   1. Payment during the period of approved absence will be at base rate, but where an Employee receives payment for the community service from a third party, they will forfeit to Lifeblood any amount received for attendance in any of the activities.
   2. Community Service Leave can be taken in hourly increments.
   3. Approval for requests for Community Service Leave for non-compulsory community service are at the discretion of Lifeblood and will be considered on a case-by-case basis, in line with operational requirements and will not be unreasonably refused.

**Evidence**

* 1. Employees must provide satisfactory evidence of the need to take Community Service Leave where they are requested by Lifeblood.

**Notice**

* 1. Employees must notify their manager as soon as reasonably practicable of requests to access Community Service Leave, which may be at a time after the Community Service Leave has started in emergency circumstances.

## GENDER AFFIRMATION LEAVE

29.1 An Employee attending or who will be attending gender affirmation procedures, will be entitled to 6 weeks paid gender affirmation leave and 46 weeks unpaid gender affirmation leave per annum.

* 1. Employees may take Gender Affirmation Leave concurrently, in single or part days, as agreed with Lifeblood.
  2. An Employee is not required to take the full entitlement to leave and may request lessor amounts of paid and unpaid Gender Affirmation Leave.
  3. Gender affirmation procedures may include but is not limited to:

1. medical and/or psychological appointments;
2. appointments to alter the Employee’s legal status or amend the Employee’s gender on legal documentation; and/or
3. Any other similar necessary appointment or procedure to give effect to the Employee’s gender affirmation.
   1. Additional information about how an Employee may utilise Gender Affirmation Leave is able to be found in the applicable Lifeblood Policy (as varied from time to time).

**Notice**

29.6 Where leave requested is for a period of more than 1 week, where practicable, Employees will provide at least four (4) weeks’ notice of any Gender Affirmation Leave required. Employees will provide as much notice as reasonably practicable of a request for Gender Affirmation Leave.

29.7 If a period of leave of 6 weeks or more has been taken, Employees will provide at least four (4) weeks’ notice of return from Gender Affirmation Leave for Lifeblood to positively support their return to work, unless otherwise agreed.

29.8 Requests for Gender Affirmation Leave will be considered on a case-by-case basis and will not be unreasonably refused.

## 30 DONATION LEAVE

### 30.1 Employees who elect to donate blood may apply for paid Donation Leave.

30.2 Donation Leave is time off for an Employee to donate blood or other biological products including milk, microbiome and bone marrow during their regularly rostered hours.

30.3 For the purpose of Clause 30.2, ‘regularly rostered’ means has previously worked at least 10 shifts, on the applicable day, at the applicable time, in the last 12 months.

30.4 Payment for any period of approved absence will be at the Base Rate of pay

30.5 Employees will provide as much notice as reasonably practicable of a request for Donation Leave.

30.6 An Employee may utilise Donation Leave in accordance with the provisions of the applicable Lifeblood Policy (as varied from time to time).

30.7 Requests for Donation Leave will be considered on a case-by-case basis with regard to operational feasibility but will not be unreasonably refused.

## 31 VOLUNTEER LEAVE

31.1 An Employee may apply for one (1) day paid Volunteer Leave per year (non-cumulative) to participate in a voluntary activity in line with the provisions of the applicable Lifeblood Policy (as varied from time to time).

31.2 Volunteer Leave is distinct from community service leave including volunteer emergency management service.

31.3 Payment for any period of approved absence will be at the Employee’s base rate of pay.

31.4 An Employee shall provide not less than four (4) weeks’ notice of a request to access Volunteer Leave in line with rostering requirements as outlined in Clause 10, except in exceptional circumstances.

31.5 Requests for Volunteer Leave will be considered on a case-by-case basis with regard to operational feasibility but will not be unreasonably refused.

31.6 An Employee may utilise Volunteer Leave in accordance with the provisions of the applicable Lifeblood Policy (as varied from time to time).

# PART 5 – ALLOWANCES

## 32 HIGHER DUTIES

**Eligibility for Higher Duties**

* 1. An Employee may agree, at any time, to perform a role, which is not their current role, with additional responsibility and greater accountability (Higher Duties). Subject to this clause, an Employee who agrees to perform Higher Duties shall receive a Higher Duties payment consistent with this clause.
  2. An Employee will be eligible for a Higher Duties payment provided that they act in a different role, including roles within the same classification level, to their contracted role with additional responsibilities and greater accountability (defined as such in the position description).

**Payment for Higher Duties**

* 1. To be eligible for payment of Higher Duties, an Employee must perform the duties of the role additional responsibility and greater accountability for a period of no less than 1 shift.
  2. Payment for higher duties will paid at:

1. an additional 5% of the Employees base rate of pay if the role they are acting in is within the same level.
2. an additional 20% of the Employees base rate of pay if the role they are acting in is one level up from their substantive role.
3. an additional 45% of the Employees base rate of pay if the role they are acting in is two levels up from their substantive role.
   1. Higher Duties is only applicable where an Employee is required to perform an existing role with additional responsibility and greater accountability within this Enterprise Agreement – this clause does not apply to roles that exist outside of the Enterprise Agreement.

## 33 SECONDMENT

33.1 During employment an Employee may be seconded to another role within Lifeblood. This arrangement will be at the agreement of Lifeblood and the Employee and will be at the applicable pay rate for the role seconded to. The Employee has the right to return to their previous role at the end of the secondment period.

* 1. Secondment can be at any level and is separate and distinct from Higher Duties. A secondment does not attract an allowance for higher duties and is negotiated separately.
  2. A secondment may occur for roles in different Enterprise agreements across Lifeblood. In those cases the Enterprise Agreement which applies to the role will apply.
  3. A secondment will be a temporary variation to the Employee’s contract and at the end of the secondment the Employee will return to their substantive role and contract.

## 34 MEAL ALLOWANCE

34.1 Where overtime or work done during a recall to work is performed by an Employee and exceeds 1 hour, the Employee will get either a suitable meal or an allowance as outlined in Appendix 1.

* 1. Where overtime or work done during a recall to work is performed by an Employee and exceeds 4 hours, the Employee will get an additional suitable meal or a further allowance as outlined in Appendix 1.
  2. Where an Employee is able to perform the above outlined overtime or work on recall from home, they will not be eligible for a Meal Allowance.

## 35 OTHER ALLOWANCES

### **Skills Coach and Assessor (SCA) Allowance**

* 1. Employees engaged in roles in Levels one (1) or two (2), in the General Classification Structure as outlined in Appendix 4, will be eligible for an allowance of $50 per shift when undertaking approved SCA activities in that shift.
  2. The SCA allowance is not subject to annual increases and will be paid as a flat rate.

35.3 Employees engaged in roles in Level three (3) and above, as prescribed in the General Classification Structure, or in roles outlined the Scientific Classification Structure are expected to support training and development of others as part of their ordinary activities Appendix 4.

**Higher Qualifications Allowance**

* 1. For Employees who, immediately prior to the certification of this Agreement, were covered by the *Australian Red Cross Lifeblood Enterprise Agreement Queensland 2020* and were in receipt of a qualifications allowance and remain in their current roles will continue to receive this allowance in accordance with Appendix 1 (Allowances).
  2. For Employees who, immediately prior to the certification of this Agreement, were covered by the *Australian Red Cross Lifeblood Enterprise Agreement New South Wales, Australian Capital Territory and Northern Territory 2020* and were in receipt of a qualifications allowance and remain in their current roles will continue to receive this allowance in accordance with Appendix 1 (Allowances).

# PART 6 - MISCELLANEOUS

## 36 TERMINATION OF EMPLOYMENT

**Notice of Termination by Lifeblood**

36.1 If Lifeblood terminates the Employee’s employment during the probationary period, one (1) weeks’ notice will be provided.

36.2 If Lifeblood terminates an Employee’s employment, after completion of the Employee’s 6 month Probation period, the Employee is entitled to four (4) weeks’ notice or pay in lieu of notice (or part thereof).

36.3 If the Employee is over 45 years old and has completed at least two (2) years’ service when they receive notice, the Employee will be given an additional one (1) weeks’ notice.

36.4 If the Employee resigns, the Employee is required to provide the same period of notice as set out above, however there is no requirement to give an additional weeks’ notice based on their age.

36.5 Notice of termination does not apply to casual Employees, where a fixed term contract is ending, or in cases of summary dismissal.

36.6 In calculating any payment in lieu of notice, the amount will be at least the amount Lifeblood would have been liable to pay to the Employee (or to another person on the Employee’s behalf) at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.

36.7 Lifeblood will make a payment in lieu of notice (or part thereof) to an Employee if it does not require the Employee to work the appropriate notice period (or part thereof).

**Inadequate notice**

36.8 If an Employee who is at least 18 years old does not give the period of notice required under clause 36.4, then Lifeblood may deduct from wages due to the Employee under this award an amount that is no more than one (1) week’s wages for the Employee.

36.9 If Lifeblood has agreed to a shorter period of notice than that required under clause 36.4 then no deduction can be made under clause 36.8.

36.10 Any deduction made under clause 36.8 must not be unreasonable in the circumstances.

**Time off during Notice Period**

### Where Lifeblood has given notice of termination to an Employee, the Employee will be allowed one (1) days’ time off without loss of pay for the purposes of seeking other employment. The time off shall be taken at a time that is mutually convenient to the Employee and Lifeblood.

**Notice of Termination by Lifeblood – NT based Employees ONLY**

* 1. Employees whose work location is based in the Northern Territory, who commenced employment prior to 19 December 2019 and whose employment was covered by the *Australian Red Cross Lifeblood Enterprise Agreement New South Wales, Australian Capital Territory and Northern Territory 2020*, immediately prior to the commencement of this Agreement, are entitled to the following notice period. This replaces the corresponding entitlement in clauses 36.1 and 36.2 above:

|  |  |
| --- | --- |
| **Period of Continuous Service** | **Period of Notice** |
| Not more than 1 year | 2 weeks |
| More than 1 year up to completion of 3 years | 4 weeks |
| More than 3 year up to completion of 5 years | 6 weeks |
| More than 5 years completed service | 8 weeks |

## 37 REDUNDANCY

37.1 Where Lifeblood has made a definite decision that it no longer requires the job an Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, Lifeblood will as soon as practicable hold discussions with the Employee(s) directly affected about the redundancy of the role(s).

* 1. The discussions shall take place as soon as is practicable after Lifeblood has made a definite decision and will be in line with the Clause 46 – Consultation, outlined in the Agreement.
  2. Where a redundancy occurs, Lifeblood will make reasonable efforts to identify suitable redeployment opportunities within Lifeblood.

37.4 To terminate the employment of an Employee whose role is redundant and who cannot be redeployed, Lifeblood will provide the Employee with notice, or payment in lieu of notice, in accordance with this Agreement.

37.5 Employee who has been provided with notice of termination for reasons of redundancy will be able to take a reasonable period of time off without the loss of pay to obtain other employment. The time off will be agreed between Lifeblood and the Employee and taken at times which are convenient to the Employee after consultation with Lifeblood.

37.6 In addition to the period of notice, an Employee whose employment is terminated for reasons of redundancy will be entitled to the equivalent severance pay at the rate of:

|  |  |
| --- | --- |
| **Years of Service** | **Equivalent Severance Payment on Redundancy** |
| 1 year | 4 weeks |
| 2 years | 6 weeks |
| 3 years | 9 weeks |
| 4 years | 12 weeks |
| 5 years | 15 weeks |
| 6 years | 18 weeks |
| 7 years | 21 weeks |
| 8 years | 24 weeks |
| 9 years | 27 weeks |
| 10 years | 30 weeks |
| 11 years | 33 weeks |
| 12 years | 36 weeks |
| 13 years + | 39 weeks |

37.7 Severance Pay is paid at the Base Rate of Pay and capped at 39 weeks.

37.8 Severance is not payable where Lifeblood offers the Employee suitable alternative employment.

**Certificate of Service**

37.9 On request, Lifeblood will provide an Employee terminated due to redundancy a certificate of service, outlining:

* The Employee’s name;
* The period of employment with Lifeblood; and
* Last position held at Lifeblood.

**Transfer of Business**

37.10 The Employee will not be entitled to redundancy pay, where the Employee has been redeployed, or there is a transfer of business under the FW Act and the Employee is offered employment as set out below: The Employee’s terms and conditions with the new company will be substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ending employment with Lifeblood; and

* 1. The Employee’s service with Lifeblood will count as service with the new company; and
  2. The Employee will retain their entitlements to all accrued benefits under the FW Act and this Agreement.

## 38 WORK RELATED TRAVEL

38.1 Where an Employee is required to travel for work (other than travel to and from work at the start and end of a shift) they will be reimbursed in accordance with Lifeblood’s National Travel Policy (as varied from time to time), save that Lifeblood’s National Travel Policy will not provide an entitlement less than that found in the *Health Professionals and Support Services Award 2020*. The Lifeblood National Travel Policy is separate from this Agreement and does not form a part of this Agreement.

38.2 Where an Employee requests for travel to be outside of their ordinary hours of work, travel time will not be paid, unless otherwise agreed.

## 39 UNIFORMS

39.1 Where a uniform is required to be worn by an Employee, and where an Employee’s weekly ordinary hours are thirty-two (32) or more, a full-time allocation of uniform shall be provided as follows at the commencement of employment:

1. five (5) shirts and
2. three (3) pairs of trousers, shorts or skirts and
3. a polar fleece or knit (cardigan or vest).
   1. Where a uniform is required to be worn by an Employee and where an Employee’s weekly ordinary hours are less than thirty-two (32), a part-time uniform allocation shall be provided as follows at the commencement of employment:
4. three (3) shirts and
5. two (2) pair of trousers or shorts or skirts and
6. a polar fleece or a knit (cardigan or vest).
   1. Where an article of uniform provided to an Employee becomes damaged or unwearable it shall be replaced upon return of the previous article.
   2. An Employee on leaving Lifeblood shall return any uniform or part thereof provided by Lifeblood which is still in use immediately prior to the Employee leaving.

# PART 7 – PAYMENT OF WAGES AND RELATED INFORMATION

## SALARY

### 40.1 All Employees will be paid at least the minimum applicable rate of pay for the relevant classification level as set out in Clause 40.4 and Appendix 4.

### An Employee’s Base salary will be set having regard to role requirements. Each level within the classification structure includes different roles that may be remunerated differently within the salary band.

### The classification levels are set out in Appendix 4.

### The corresponding salary bands are set out below:

**General roles**

**Year 1 –** Effective from the FFPOA the [post vote date].

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum Base Salary** | **Maximum Base Salary** |
| Level 1 | $53,475 | $74,653 |
| Level 2 | $57,179 | $80,774 |
| Level 3 | $71,295 | $104,498 |
| Level 4 | $87,736 | $143,309 |

**Year 2** – Effective from the FFPOA 1 September 2024 inclusive of a 3.0% increase.

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum Base Salary** | **Maximum Base Salary** |
| Level 1 | $55,079 | $76,893 |
| Level 2 | $58,894 | $83,197 |
| Level 3 | $73,434 | $107,633 |
| Level 4 | $90,368 | $147,608 |

**Year 3** – Effective from the FFPOA 1 September 2025 inclusive of a 2.5% increase.

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum Base Salary** | **Maximum Base Salary** |
| Level 1 | $56,456 | $78,815 |
| Level 2 | $60,367 | $85,277 |
| Level 3 | $75,270 | $110,324 |
| Level 4 | $92,627 | $151,298 |

**Scientific roles**

**Year 1 –** Effective from the FFPOA the [post vote date].

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum Base Salary** | **Maximum Base Salary** |
| Level 1 | $71,131 | $95,060 |
| Level 2 | $73,933 | $130,950 |
| Level 3 | $102,990 | $163,817 |

**Year 2** – Effective from the FFPOA 1 September 2024 inclusive of a 3.0% increase.

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum Base Salary** | **Maximum Base Salary** |
| Level 1 | $73,265 | $97,912 |
| Level 2 | $76,151 | $134,879 |
| Level 3 | $106,080 | $168,732 |

**Year 3** – Effective from the FFPOA 1 September 2025 inclusive of a 2.5% increase.

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum Base Salary** | **Maximum Base Salary** |
| Level 1 | $75,097 | $100,360 |
| Level 2 | $78,055 | $138,250 |
| Level 3 | $108,732 | $172,950 |

40.5 For clarity, the above bands outline the full-time equivalent salary. Part-time and Casual employees will receive these rates on a pro-rata basis.

### 40.6 An Employee may be paid more than the amount specified for the relevant classification level but will not be paid less that the outlined minimum.

### For the avoidance of doubt, the operation of this Agreement will not reduce the rate of pay for ordinary hours received by an Employee immediately before the commencement of the Agreement and each year thereafter.

### Nothing in Clause 40.7 will prevent Lifeblood from reducing an Employee’s rate of pay for ordinary hours received by the Employee where they agree to be redeployed to another position as part of an operational restructure.

### Employees shall be entitled to salary packaging in accordance with the relevant Lifeblood policy as varied from time to time at the sole discretion of Lifeblood. While Employees are required to comply with Lifeblood policies and procedures, they do not form part of this Agreement or their employment contract.

## 41 CLASSIFICATIONS

41.1 All Employees covered by this Agreement must be classified according to the classification structure and definitions set out in Appendix 4.

41.2 Lifeblood will advise Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

### Where an Employee’s classification changes, Lifeblood will confirm the change in writing to the Employee as soon as possible.

## 42 ANNUAL WAGE INCREASES

### 42.1

Salaries for all classifications outlined in Appendix 4 will be increased annually as follows from the first full pay period on or after the dates listed below:

3.8% 1 June 2023 QLD

3.8% 1 July 2023 NSW/ACT/NT

3.0% 1 September 2024

2.5% 1 September 2025

42.2 Annual increases will be paid from the FFPOAthe dates listed above to Employees who are employed in roles to which this Agreement applies at the time the increase applies.

42.3 Employees who were employed in a role for which this Agreement applies on the [post vote date] will receive the wage increase outlined in clause 42.1i and ii. above together with compensation for the removal of increments (if applicable) for Year 1 of this Agreement as set out in Appendix 3.

42.4 Lump Sum Payments and Back Pay Arrangements apply to Employees employed on [post vote date], in a role to which this Agreement applies. For clarity, Back Pay is calculated on periods an Employee was employed in a role to which this Agreement applies and is not calculated on roles to which this Agreement does not apply, or to Employees employed by Lifeblood, after the [post vote date].

## 43 PAYMENT OF SALARY

### 43.1 Employees will be paid fortnightly in arrears by electronic transfer into their nominated bank account.  Lifeblood will comply with what is required for payslips and record keeping in line with the Act.

### Any deductions to an Employee’s salary will be made in accordance with section 324 of the Act.

### Where requested by an Employee, Lifeblood will provide a statement of service on termination of employment with Lifeblood. This will be provided within 14 days where reasonably practicable, but no later than 21 days after termination.

**Underpayment**

### 43.4 Any underpayment of the Employee’s fortnightly wages will be corrected by Lifeblood as soon as possible.

**Overpayment**

43.5 In the event of an overpayment occurring, Lifeblood will promptly advise the Employee/s that an overpayment has occurred.

* 1. Lifeblood will provide Employees with documentary evidence detailing the nature of the overpayment including pay period(s), and gross and net amounts.
  2. Employees are encouraged to regularly review their payslips and immediately bring to the attention of Payroll any overpayments and/or other anomalies.

### Where an Employee believes there has not been an overpayment, the Employee will provide the reasons for this within 14 days of them receiving the documentary evidence in clause 43.4.

* 1. An overpayment will need to be repaid as soon as practicable. Arrangements for the recovery of any overpayments will be agreed in writing between Lifeblood and the Employee. Lifeblood will take into consideration the circumstances of the overpayment, including the amount owed and an Employee’s individual financial circumstances.
  2. Any overpayment not repaid prior to termination of employment, will be deducted from the Employee’s final termination pay.

## 44 SUPERANNUATION

44.1 Employees will be paid superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992* (as amended from time to time) at the statutory contribution rate.

### Employees will nominate their superannuation fund into which superannuation contributions will be made by Lifeblood.

* 1. If the Employee does not nominate their superannuation fund, Lifeblood will make superannuation guarantee contributions to the Employee’s stapled fund or in the absence of a stapled fund, to the Trustee for Health Employees Superannuation Trust Australia (HESTA).

# PART 8 – OTHER TECHNICAL MATTERS

## 45 FLEXIBLE WORK

45.1 Lifeblood is committed to flexible working arrangements that meet the needs of its Employees and the business. Employees and their managers may negotiate working hours to accommodate the business and employee’s needs.

45.2 Such arrangements shall be consistent with the NES and where adopted will be agreed to in writing, specifying the hours and period of time negotiated and will be signed by the manager and Employee.

45.3 This may include working from home, compressed working weeks, time off in lieu, purchased leave, staggered hours or other arrangements. Each request will be considered on a case by case basis, having regard to the individual circumstances of the Employee and operational requirements of Lifeblood.

45.4 Flexible work arrangements can be requested in line with the NES.

45.5 Requests for flexible work will not unreasonably be refused and approval shall be consistent with the NES.

**Individual Flexibility Agreement**

45.6 Lifeblood and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

* 1. the agreement deals with one (1) or more of the following matters:
     1. arrangements about when work is performed, including hours of work;
     2. overtime rates;
     3. penalty rates;
     4. allowances;
     5. leave loading; and
  2. the arrangement meets the genuine needs of Lifeblood and Employee in relation to one (1) or more of the matters mentioned in sub-clause 45.6(a); and
  3. the arrangement is genuinely agreed to by Lifeblood and Employee.

45.7 Lifeblood must ensure that the terms of the individual flexibility arrangement:

1. are about permitted matters under section 172 of the Act; and
2. are not unlawful terms under section 194 of the Act; and
3. result in the Employee being better off overall than the Employee would be if no arrangement was made.

45.8 Lifeblood must ensure that the individual flexibility arrangement:

1. is in writing; and
2. includes the name of Lifeblood and Employee; and
3. is signed by Lifeblood and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
4. includes details of:
5. the terms of the agreement that will be varied by the arrangement; and
6. how the arrangement will vary the effect of the terms; and
7. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
8. states the day on which the arrangement commences.

45.9 Lifeblood must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

45.10 Lifeblood or Employee may terminate the individual flexibility arrangement:

* + 1. by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
    2. if Lifeblood and Employee agree in writing, at any time.

## 46 CONSULTATION

46.1 This term applies if Lifeblood:

1. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

**Major change**

46.2 For a major change referred to in Clause 46.1(i) Lifeblood will:

1. Lifeblood must notify the relevant Employees and relevant Unions of the decision to introduce the major change; and
2. subclauses 46.3 to 46.9 apply.

46.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

46.4 Lifeblood must recognise the representative if:

1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
2. the Employee or Employees advise Lifeblood of the identity of the representative;
   1. As soon as practicable after making its decision, Lifeblood must:
      1. discuss with the relevant Employees: the introduction of the change; and

a. the effect the change is likely to have on the Employees; and

* 1. measures Lifeblood is taking to avert or mitigate the adverse effect of the change on the Employees; and

ii. for the purposes of the discussion—provide, in writing, to the relevant Employees:

1. all relevant information about the change including the nature of the change proposed; and
2. information about the expected effects of the change on the Employees; and
3. any other matters likely to affect the Employees.

46.6 However, Lifeblood is not required to disclose confidential or commercially sensitive information to the relevant Employees.

46.7 Lifeblood must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

46.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Lifeblood, the requirements set out in paragraph 46.2 i and subclauses 46.3 and 46.5 are taken not to apply.

46.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

1. the termination of the employment of Employees; or
2. major change to the composition, operation or size of Lifeblood’s workforce or to the skills required of Employees; or
3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
4. the alteration of hours of work; or
5. the need to retrain Employees; or
6. the need to relocate Employees to another workplace; or
7. the restructuring of jobs; or
8. Change to regular roster or ordinary hours of work.

46.10 For a change referred to in paragraph (1)(b):

1. Lifeblood must notify the relevant Employees and relevant Unions of the proposed change; and
2. subclauses 46.11 to 46.15 apply.

46.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

46.12 Lifeblood must recognise the representative if:

1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
2. the Employee or Employees advise Lifeblood of the identity of the representative;

46.13 As soon as practicable after proposing to introduce the change, Lifeblood must:

1. discuss with the relevant Employees the introduction of the change; and
2. for the purposes of the discussion—provide to the relevant Employees:
3. all relevant information about the change, including the nature of the change; and
4. information about what Lifeblood reasonably believes will be the effects of the change on the Employees; and
5. information about any other matters that Lifeblood reasonably believes are likely to affect the Employees; and
6. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

46.14 However, Lifeblood is not required to disclose confidential or commercially sensitive information to the relevant Employees.

46.15 Lifeblood must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

46.16 In this term:

i. “relevant Employees” mean the Employees who may be affected by a change referred to in subclause (1).

ii. “relevant Unions” means Unions which reasonably could be expect to cover the relevant Employees.

## 47 DISPUTE RESOLUTION

47.1 This term sets out procedures to settle a dispute, if a dispute relates to:

1. a matter arising under the agreement; or
2. the NES;

47.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

47.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

47.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

47.5 The FWC may deal with the dispute in 2 stages:

1. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
2. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
   * 1. arbitrate the dispute; and
     2. make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

47.6 A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

47.7 While the parties are trying to resolve the dispute using the procedures in this term:

1. an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
2. an Employee must comply with a direction given by Lifeblood to perform other available work at the same workplace, or at another workplace, unless:
3. the work is not safe; or
4. applicable occupational health and safety legislation would not permit the work to be performed; or
5. the work is not appropriate for the Employee to perform; or
6. there are other reasonable grounds for the Employee to refuse to comply with the direction.

47.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

### 47.9 Any dispute which commenced prior to the commencement of this Agreement and was being dealt with under a dispute resolution clause under a previous agreement, shall continue to be dealt with in line with relevant previsions as outlined in either:

1. *Australian Red Cross Lifeblood Enterprise Agreement Queensland 2020*; or
2. *Lifeblood Enterprise Agreement New South Wales, Australian Capital Territory and Northern Territory 2020* *Australian Red Cross Blood Service General Enterprise Agreement Victoria 2017.*

# 

# APPENDIX 1 – ALLOWANCES

Note - Any increases in allowances as outlined in Appendix 1 will apply and be payable from the FFPOA the prescribed date.

### **Skills Coach and Assessor (SCA) Allowance**

|  |  |
| --- | --- |
| **Eligibility** | **SCA Allowance** |
| Employees who are:engaged in level 1 and 2 roles in the General Classification Structure as outlined in Appendix 4; andappointed to undertake SCA activities. | $50 per shift when undertaking approved SCA activities in that shift. |

### \*The SCA allowance is not subject to incremental increases and will be paid as a flat rate over the life of this Agreement.

**On Call**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Standard on-call rate** | **Eligibility** | **Effective Date of Agreement** | **1 September 2024**  **Inclusive of 3.0% increase** | **1 September 2025**  **Inclusive of 2.5% increase** |
| QLD/NSW/ACT – General classification (Rostered to Work) | $1.44/hr | $1.48/hr | $1.52/hr |
| QLD/NSW/ACT – General Classification (Rostered off/weekend/public holidays) | $2.45/hr | $2.52/hr | $2.58/hr |
| Regional Depots (Darwin, Townsville, Cairns and Garran) – General Classification | $7.43/hr | $7.65/hr | $7.84/hr |
| Scientists (Mon-Thurs) | $3.00/hr | $3.09/hr | $3.16/hr |
| Scientists (Fri-Sun) | $5.83/hr | $6.00/hr | $6.15/hr |
| **On-call rate in excess of 7 days in a pay fortnight\***  (Rates are inclusive of the additional 10%) | QLD/NSW/ACT – General classification (Rostered to Work) | $1.58/hr | $1.63/hr | $1.67/hr |
| QLD/NSW/ACT – General Classification (Rostered off/weekend/public holidays) | $2.70/hr | $2.78/hr | $2.85/hr |
| Regional Depots (Darwin, Townsville, Cairns and Garran) – General Classification | $8.17/hr | $8.42/hr | $8.63/hr |
| Scientists (Mon-Thurs) | $3.30/hr | $3.40/hr | $3.48/hr |
| Scientists (Fri-Sun) | $6.41/hr | $6.60/hr | $6.77/hr |

\*Where an Employee is rostered to be on-call for more than seven (7) days in a fortnightly pay period, the Employee is entitled to an additional 10% of the standard on-call allowance for all days they are rostered on-call in excess of seven (7) days.

Example 1 – Where an Employee is rostered on-call for 10 days, the first 7 days will be paid at the “Standard On-Call Rate” and the final 3 days will be paid at the “On-call rate in excess of 7 days in a pay fortnight” rate.

Example 2 – Where an Employee is rostered on-call for 7 days (paid at the “Standard On-Call rate”) and then is rostered for additional on-call periods, for example as a result of unforeseen illness of a colleague, those additional periods will be paid at the “On-call rate in excess of 7 days in a pay fortnight”.

**Overtime Meal Allowance**

|  |  |  |  |
| --- | --- | --- | --- |
| **Allowance Type**  **per Occasion** | **Effective Date of Agreement** | **1 September 2024 Inclusive of 3.0% increase** | **1 September 2025**  **Inclusive of 2.5% increase** |
| Meal Allowance  (Overtime) | $21.55 | $22.34 | $23.01 |

**Qualifications Allowance (Grandfathered Employees only)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Region/Function** | **Effective Date of Agreement** | **1 September 2024**  **Inclusive of 3.0% increase** | **1 September 2025**  **Inclusive of 2.5% increase** |
| Employees previously covered by Lifeblood Enterprise Agreement New South Wales, Australian Capital Territory and Northern Territory 2020 | $67.37/week | $69.39/week | $71.12/week |
| Employees previously covered by Lifeblood Enterprise Agreement Queensland 2020 | $51.64/week | $53.19/week | $54.52/week |

# 

# APPENDIX 2 – LONG SERVICE LEAVE

|  |  |
| --- | --- |
| **For Employees covered by:** | **Provision** |
| [*Long Service Leave Act 1955 (NSW)*](https://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/nsw/consol_act/lsla1955179/). | **Employees based in New South Wales ONLY**  1. Each employee is entitled to two (2) months long service leave after completing ten (10) years continuous service with Lifeblood. For the purposes of this clause one (1) month shall equal 30.5 days.  2. Employees can access pro rata long service leave after seven years continuous service whilst still employed.  3. For each ten (10) year period after first becoming entitled to long service leave an entitlement of a further five (5) months long service leave will be granted.  **Part Time Employees**  4. Part time employees will be entitled to long service leave on a pro rata basis.  5. Where an employee has switched between part time and full time or switched the number of part time hours worked, the Long Service Leave entitlement will be in accordance with the *Long Service Leave Act 1955* (NSW) as replaced or amended from time to time.  **Termination of employment**  6. Where an employee is terminated by the employer for reasons other than serious or wilful misconduct or terminated by the employee on account of personal illness, incapacity or any other pressing domestic necessity or by reason of the employee’s death and has completed more than five years but less than seven years continuous service, the employee shall be entitled to be paid an amount proportionate to the long service leave entitlement as determined above.  **Death of an Employee**  7. Any Long Service Leave that has accrued upon termination of an employee’s services as a result of their death shall be paid to the employee’s Estate upon the request of the employee’s personal representative. This will be paid at the ordinary rate of pay less any amount already paid to the employee in respect of that leave.  **Public Holidays**  8. Public Holidays that fall while an employee is on a period of long service leave will be paid and not debited from the employee’s long service leave entitlement.  9. All other conditions shall be in accordance with *Long Service Leave Act 1955 (NSW)*, or its replacement, as amended from time to time |
| [*Long Service Leave Act 1976*](https://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/act/consol_act/lsla1976179/) *(ACT)*. | **Employees based in Australian Capital Territory ONLY**  10. An employee shall be entitled to thirteen (13) weeks long service leave after ten (10) years of continuous service. Thirteen (13) weeks shall equal sixty-five (65) days.  11. Employees may access long service leave pro rata after seven (7) years’ continuous service whilst still employed.  12. For each year after first becoming entitled to long service leave in accordance with subclause 12, an employee is entitled to a further 1.3 weeks every year thereafter.  13. In the event agreement cannot be reached, the employer may provide four (4) months’ notice in which the leave is to be taken by the employee.  **Part time Employees**  14. Where an employee has varied their employment status and hours during the period of service leading up to eligibility for long service leave, the employee’s entitlement shall be determined in accordance with the *Long Service Leave Act 1976 (ACT)* as replaced or amended from time to time.  **Termination of Employment**  15. Where an employee is terminated by Lifeblood for reasons other than serious misconduct or terminated by the employee on the account of personal illness, incapacity or any other pressing domestic necessity or by reason of the employee’s death and has completed at least five (5) years continuous service, the employee (or the employee’s estate in the case of the employee’s death) shall be entitled to be paid an amount proportionate to the long service leave entitlement as determined above.  16. All other conditions shall be in accordance with *Long Service Leave Act 1976 (ACT)*, or its replacement, as amended from time to time |
| [*Long Service Leave Act 1981* (NT)](https://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/nt/consol_act/lsla1981179/). | **Employees based in the Northern Territory ONLY**  17. Employees shall be entitled to thirteen (13) weeks long service leave after ten (10) years of continuous service.  18. For each subsequent period of five (5) years continuous service, an employee is entitled to take long service leave equal to 1.3 weeks for each completed year.  19. Employees may access long service leave, pro rata after seven (7) years continuous service, whilst still employed.  20. Notwithstanding subclause 27.21 above, pro rata long service leave shall be payable on resignation/termination after seven (7) years of continuous service, other than where, an employee has been terminated by Lifeblood for serious misconduct.  21. Where an employee is entitled to a period of long service leave, Lifeblood may whenever it is practically possible, at the request of the employee, allow the employee to take the whole or any part of the long service leave at double the quantum of leave at half the pay or any other arrangement, as mutually agreed, provided that such arrangement will not result in an additional cost to Lifeblood.  22. All other conditions shall be in accordance with *Long Service Leave Act 1981 (NT)*, or its replacement, as amended from time to time |
| [*Industrial Relations Act 2016*](https://www.austlii.edu.au/cgi-bin/viewdoc/au/legis/qld/consol_act/ira2016242/) *(QLD)*. | **Employees based in Queensland ONLY**  1. An employee is entitled to thirteen (13) weeks' long service leave after completing ten (10) years' continuous service with Lifeblood.  2. After 10 years and up to 15 years of continuous employment, employees are entitled to an additional 4.33 weeks of long service leave which accrues for every additional 5 years of service. After 15 years of continuous service an employee is able to access long service leave as it accrues.  3. ln addition to legislative requirements employees may access pro rata long service leave after seven (7) years' continuous service whilst still employed.  4. Where an employee is entitled to a period of long service leave, Lifeblood may consider whenever it is practically possible, at the request of the employee and taking into account individual circumstances, to allow the employee to take the whole or any part of the long service leave at double the quantum of leave at half the pay or half the quantum of leave at double pay (as the case may be), or any other arrangement mutually agreed, provided that such arrangement will not result in an additional cost to Lifeblood.  5. Long service leave is subject to approval and shall be taken in accordance with organisational requirements.  6. Long service leave entitlements may, be cashed out by mutual agreement in writing between the employee and Lifeblood.  **Part Time Employees**  7. Where an employee has varied their employment status and hours during the period of service leading up to eligibility for long service leave, the entitlement to Long Service Leave shall be calculated in accordance with the *Industrial Relations Act 2016* (Qld) or its replacement as amended from time to time.  **Casual Employees**  8. Casual employees shall be entitled to long service leave in accordance with applicable legislation.  **Public Holidays**  9. Long service leave shall be exclusive of any public holiday that may occur during the period of that leave.  **Long Service Leave on Termination**  10. Employees who have completed at least 7 but less than 10 years' continuous service are entitled to pro-rata long service leave only if the primary reason for the termination falls within the criteria set out in s.95 of the *Industrial Relations Act (2016) QLD*, or its replacement,as amended from time to time).  11. An employee who has 10 or more years' continuous service, will be entitled to the payment of long service leave on termination/resignation of employment and is not subject to the above listed criteria. |

# APPENDIX 3 – INCREMENT COMPENSATION AND SALARY INCREASE TABLES

1. An Employee employed on [post vote date] in scope of this Agreement, paid below increment 6 (for the relevant Grade) will be entitled to a one-off wage increase to compensate for the removal of increments.
2. For the avoidance of doubt, any employee employed after [post vote date] in scope of this agreement, will not be entitled to the compensation detailed in this appendix.
3. Where an Employee commenced employment with Lifeblood on or after 1 December 2023, at increment 3 in Grade 1 or 2 in Manufacturing and Logistics, they are not entitled to the compensated increment as outlined below.
4. This one-off wage increase will be paid in accordance with the Increment Compensation and Salary Increase Tables referenced below.
5. The Annual Wage Increase for 2023 in clause 42 is included with the one-off wage increase referred to as the Compensated Increment in the tables included in this Appendix below. For the avoidance of doubt, no further wage increases will apply to these rates until the next scheduled wage increase in September 2024.
6. Please Note:
7. The below rates are the full-time equivalent salaries for existing employees for Year 1 of the Agreement and are listed in the ‘FFPOA [post vote date]’ Column.
8. Increases will apply from the FFPOA the dates indicated.



















































# APPENDIX 4 – CLASSIFICATION STRUCTURE

**General Roles**

**Level 1**

An employee at this level:

* + - 1. performs duties predominantly below those of a Level 2;
      2. applies some theoretical knowledge gained through relevant work experience;
      3. works with established routines, methods and procedures;
      4. has minimal discretion for decision making;
      5. works under direct supervision; and
      6. is not required to have previous experience or training.



**Level 2**

An employee at this level:

1. applies broad theoretical job knowledge typically obtained through tertiary education or relevant work experience;
2. possesses administrative skills and problem-solving abilities;
3. possesses good communication and interpersonal skills;
4. generally, works under close supervision;
5. problems dealt with are not typically difficult or complex; and
6. the Employee may be required to explain facts, policies and practices related to job area.



**Level 3**

An employee at this level:

1. applies practical knowledge of job area typically obtained through tertiary education and/or relevant work experience (to Lifeblood's satisfaction);
2. is responsible for work performed with a substantial level of accountability and responsibility;
3. possesses developed administrative skills and problem-solving abilities;
4. possesses developed communication and interpersonal skills;
5. may be required to work independently with general supervision;
6. may deal with difficult problems, but problems are not typically complex; and
7. may influence others within the job area through explanation of facts, policies and practices.



**Level 4**

An employee at this level:

1. applies advanced knowledge of job area typically obtained through advanced education and work experience;
2. possesses well developed administrative skills and problem solving abilities;
3. possesses well developed communication and interpersonal skills;
4. may supervise one or more other employees (typically but not limited to employees at lower grades);
5. may be responsible for:

(i) managing projects or processes, working independently with limited supervision;

(ii) overseeing, coaching and reviewing the work of lower level professionals;

(iii) dealing with difficult and sometimes complex problems



**Scientific Roles**

**Level 1**

An employee at this level:

1. applies practical knowledge of job area typically obtained through tertiary education;
2. is responsible for work performed with a substantial level of accountability and responsibility;
3. possesses developed administrative skills and problem-solving abilities;
4. possesses developed communication and interpersonal skills;
5. may be required to work independently with general supervision;
6. may deal with difficult problems, but problems are not typically complex;
7. may influence others within the job area through explanation of facts, policies and practices; and
8. may interpret from generally standard results in a testing environment.



**Level 2**

An employee at this level:

1. applies advanced knowledge of job area typically obtained through tertiary education, advanced education and work experience;
2. may supervise one or more other employees (typically but not limited to employees of lower grades)
3. possesses well developed administrative skills and problem solving abilities;
4. possesses well developed communication and interpersonal skills;
5. possesses well developed analytical skills with an ability to provide recommendations outside of standard results
6. may be responsible for:

(i) managing projects or processes, working independently with limited supervision;

(ii) overseeing, coaching and reviewing the work of lower level professionals;

(iii) dealing with difficult and sometimes complex problems



**Level 3**

An employee at this level:

1. is a recognised subject matter expert in a job area typically obtained through advanced education and work experience specific to a specialised area;
2. may supervise one or more other employees (typically but not limited to employees at lower grades);
3. possesses well developed administrative and problem-solving abilities
4. possesses well developed communication and interpersonal skills;
5. possesses well developed analytical skills with an ability to provide recommendations and authorise technical and or clinical reports; and
6. is typically responsible for:

(i) managing large projects or processes with limited oversight from a manager;

(ii) overseeing, coaching, reviewing and delegating work to lower level professionals; and

(iii) dealing with difficult and often complex problems.

1. may be responsible for contributing to nationally and/or internationally recognised innovation and expertise in the relevant discipline and specialisation.

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# APPENDIX 5 – PAYMENTS FOR HISTORICAL PERIODS UNDER THIS AGREEMENT.

1. Lump Sum and Back Pay Payments will be paid in the first full pay period on or after the below outlined dates.
2. Lump Sum Payments and Back Pay Arrangements apply to Employees employed in roles covered by this agreement, on the [post vote date].
3. For clarity, this Appendix does not apply to anyone employed in a role that this Agreement applies to after the [post vote date], or Employees engaged in roles not covered by this Agreement, unless otherwise determined.
4. Lump Sum Payments will be calculated on total earnings.
5. Lump Sum Payments and Back Pay Arrangements apply to Employees employed on [post vote date], in a role to which this Agreement applies. For clarity, Back Pay is calculated on periods an Employee was employed in a role to which this Agreement applies and is not calculated on roles to which this Agreement does not apply, or to Employees employed by Lifeblood, after the [post vote date].

For example, in the event that an existing Employee has moved to/from a role to which this Agreement does not apply, during the period outlined for calculation of the Back Pay and Lump Sum Payments, the Lump Sum Payments and Back Pay calculations will be based on earning received for the role which this Agreement applied only.

1. Tax will be deducted on Lump Sum and Back Pay Payments in line with ATO legislation.
2. Superannuation will be paid on Lump Sum Payments.
3. For the avoidance of doubt, any employee who is employed by Lifeblood in a role that this EA does not apply to as at (insert date) is not entitled to any lump sum payment(s) or backpay.



\* This Lump Sum is the difference between the lump sum paid in November 2022 which was calculated on an Employee’s base salary for the period of June 2022 to October 2022 compared to calculating this payment on total earnings.

\*\* This Lump Sum is to compensate for the salary increase moving from July 2024 to September 2024.

\*\*\* This Lump Sum is to compensate for the salary increase moving from June 2024 to September 2024.